



RETAINER AGREEMENT

This ATTORNEY-CLIENT FEE CONTRACT ("Contract") is entered into by and between _____ ("Employer/Client") and JUN WANG & ASSOCIATES, P.C. ("Attorney" or "Firm").

1. CONDITIONS. This Contract will not take effect, and Attorney will have no obligation to provide legal services, until Client returns a signed copy of this Contract and pays the deposit called for under paragraph 5.

2. SCOPE AND DUTIES. Client hires Attorney to provide legal services in connection with: _____ Attorney shall provide those legal services reasonably required to represent Client and shall take reasonable steps to keep Client informed of progress and to respond to Client's inquiries. Client shall be truthful with Attorney, cooperate with Attorney, keep Attorney informed of developments, abide by this Contract, pay Attorney's bills on time and keep Attorney advised of Client's address, telephone number and whereabouts. Attorney's services in this matter will end, unless otherwise agreed upon in writing signed by Attorney, when there is a final agreement, settlement, decision or judgment by the court.

3. GUARANTEE OF PROFESSIONAL COMPETENCE. Attorney agrees to use due diligence in furthering Client's best interests under the laws. Attorney is liable to Client for Attorney's negligence or incompetence. However, Attorney makes no guarantee of the outcome of this representation.

4. LEGAL FEES AND EXPENSES. In consideration of the professional services rendered and to be rendered, the client agrees to pay the fee \$ _____ as legal fee plus costs and expenses. Client agrees to pay \$50 administrative cost for bounced or stopped payment checks per transaction.

5. DEPOSIT. Receipt is hereby acknowledged by the attorney of a PARTIAL retainer fee (non-refundable) in the amount of \$ _____ to be applied to the above mentioned fee. Further fee shall be paid as follows:

\$ _____ to be paid after the PERM application is approved (certified); and

If DOL audits the pending PERM application, the Client agrees to pay (\$ _____) to Attorney if Client decides to continue to use Attorney's service to respond to the auditing request. This amount can be credited against the attorney fees at the time of approval. Therefore, if the PERM Labor Certification is eventually approved by the DOL, the Client only needs to pay the remainder of the flat approval attorney fee of (\$ _____).

Estimated advertisement fees to be paid by Client to Ad agency: \$2,500-\$3,500.

The above fees do not include professional services in connection with contested matters, litigation, hearings, deportation proceedings, court or administrative review and/or appeals. In the event that it becomes necessary for Attorney to engage in a legal action to collect any past due balance, Client agrees to pay reasonable legal fees and costs associated with bringing such legal action.



6. **MODIFICATION:** Any modification of the Agreement must be in writing and signed by Client and Attorney.

7. **WITHDRAWAL AND TERMINATION:** If the Attorney-Client relationship is terminated in less time than would be required to expend the retainer fee on the basis of time alone, without the matter having been concluded by settlement or judicial action, then a fair and reasonable fee will be determined in accordance with legally accepted standards. The elements of a reasonable fee are set forth in DR 2-106 of the Lawyer's Code of Professional Responsibility, a copy of which provision will be furnished to you upon request. In the event of a fee dispute between Client and Attorney involving amounts from \$1,000 to \$50,000, Client shall be entitled to arbitration in accordance with Part 137 of the Chief Administrator Rules.

In situations where the case is terminated before the PERM application is filed, the firm will charge a flat administration cost of Five Hundred Dollars (\$500), in addition to Two Hundred Dollars (\$200) for each consultation via email or phone, and Two Hundred Fifty Dollars per hour (\$250) for other services.

If Client withdraws and closes the PERM labor certification application after Attorney has submitted online or field physical copy of Form ETA-9089 with the DOL, Attorney's representation is complete and Client must immediately pay Attorney the remainder fee of Two Thousand and Five Hundred Dollars (\$2,500.00).

8. **DISCLAIMER OF GUARANTEE.** Although the attorney agrees to diligently and faithfully pursue the herein matter, the client acknowledges that no guarantee has been made as to the time the case will take, nor with regard to the successful outcome of this matter. It is further agreed that the client will cooperate fully with the attorney, and keep the attorney informed of changes of circumstances (i.e. address, telephone number, employment, and matters bearing on the case). The Client will execute all documents, applications and/or agreements as required, and obtain as soon as possible all documents and information that may be necessary to successfully complete the case. The client further agrees that it is essential that the attorney be given the true facts of the case and that the client must provide the attorney with all communications made by others to the client regarding the case. Employer understands that any information related to the case that the Client releases to the Attorney may be release to the alien beneficiary by Attorney without any notification.

9. **EFFECTIVE DATE.** This Contract will take effect when Client has performed the conditions stated in paragraph 1 & 5, but its effective date will be retroactive to the date Attorney first provided services. The date at the beginning of this Contract is for reference only. Even if this Contract does not take effect, Client will be obligated to pay Attorney the reasonable value of any services Attorney may have performed for Client.

10. **ACKNOWLEDGEMENT OF THE LEGAL REQUIREMENT FOR THE PAYMENT OF PERM COSTS:** The Employer (Client) understands that, by law, an employer cannot receive payment of any kind, including deductions from wages and free labor, to cover the costs of obtaining PERM labor certification. **BY SIGNING THIS AGREEMENT BELOW, THE EMPLOYER EXPRESSLY CONFIRMS THE FOLLOWING:**



- 1) **The employer confirms that the beneficiary/foreign worker has no family relationship with any officer or shareholder/owner of the petitioning employer;**
- 2) **The employer confirms that the employer has reviewed the nutshell of the PERM memo and ability to pay memo provided by Attorney and confirms that the employer meets the requirement of the ability to pay and is willing to follow all PERM requirements by law;**
- 3) **The employer confirms that the employer has reviewed the fee and cost payment memo on PERM case, and will pay all related costs and fees per DOL regulation;**
- 4) **Employer has reviewed and confirmed the memo addressing what Employer needs to do for the recruitment processing.**

The client agrees that they have fully read this agreement, that they are solely responsible for the fees herein, and that they accept the agreement in its entirety.

By: _____
JUN WANG & ASSOCIATES, P.C.

By: _____

Date: _____

Date: _____

Company contact person name (print): _____

Company contact person phone number: _____

Company contact person email address: _____

